

1 DANIEL G. BOGDEN  
United States Attorney  
2 Nevada State Bar No. 2137  
DANIEL D. HOLLINGSWORTH  
3 Assistant United States Attorney  
Nevada State Bar No. 1925  
4 501 Las Vegas Boulevard South, Suite 1100  
Las Vegas, Nevada 89101  
5 Telephone: (702) 388-6336  
Facsimile: (702) 388-6787  
6 Daniel.hollingsworth@usdoj.gov  
Counsel for the United States  
7  
8  
9

10 **UNITED STATES DISTRICT COURT**  
11 **DISTRICT OF NEVADA**

12 UNITED STATES OF AMERICA, ) 2:15-CR-122-RFB  
13 )  
Plaintiff, )  
14 )  
v. ) Stipulation for Entry of Order of Forfeiture  
15 ) as to Ridgewood Savings Bank and Order  
TONY CHAU, )  
16 )  
Defendant. )

17 The United States of America and Ridgewood Savings Bank, by and through its Vice  
18 President, Vito DiBona, agree as follows:

19 1. The government filed a Three-Count Information against Tony Chau for  
20 violations of Nevada Revised Statutes 463.160, 463.430, 464.010, 464.070, 465.092, 465.093;  
21 Title 18, United States Code, Sections 1955 and 1956(a)(1)(A); and Title 26, United States Code,  
22 Section 7206(1). Information, ECF No. 4.

23 2. Tony Chau pled guilty to Counts One through Three of a Three-Count Criminal  
24 Information and agreed to the forfeiture of property set forth in the Plea Agreement and the  
25 Forfeiture Allegations of the Criminal Information. Criminal Information, ECF No. 4; Plea  
26 Agreement, ECF No. 6; Change of Plea, ECF No. 9.

1           3.       On March 24, 2016, Ridgewood Savings Bank filed a Petition for Adjudication of  
2 Interest Under 21 U.S.C. § 853 (ECF No. 30). The parties to this Agreement hereby stipulate that  
3 Ridgewood Savings Bank had a prior vested or superior interest in the property or is a bona fide  
4 purchaser for value of the right, title, or interest in the property, and was at the time of purchase  
5 reasonably without cause to believe that the property was subject to forfeiture.

6           4.       Ridgewood Savings Bank knowingly and voluntarily agrees to the imposition of  
7 the criminal forfeiture of the following property:

8           185 SHARES OF CAPITAL STOCK OF TURTLE BAY TOWERS CORP. AND  
9 CHAU'S INTEREST IN THE PROPRIETARY LEASE APPURTENANT TO THE  
10 COOPERATIVE APARTMENT LOCATED AT 310 EAST 46TH STREET, 5L,  
11 NEW YORK, NEW YORK 10017, MORE PARTICULARLY DESCRIBED AS  
12 SECTION 5 BLOCK 1338 LOT 5 ON THE TAX MAP OF NEW YORK COUNTY,  
13 ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, WITH THE  
14 BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING  
15 AND BEING IN THE BOROUGH OF MANHATTAN, COUNTY, CITY AND  
16 STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:  
17 BEGINNING AT A POINT ON THE NORTHERLY SIDE OF EAST 45TH  
18 STREET, DISTANT 100 FEET EASTERLY FROM THE CORNER FORMED BY  
19 THE INTERSECTION OF THE NORTHERLY SIDE OF 45TH STREET AND THE  
20 EASTERLY SIDE OF SECOND AVENUE; RUNNING THENCE NORTHERLY  
21 PARALLEL WITH SECOND AVENUE, 200 FEET 10 INCHES TO THE  
22 SOUTHERLY SIDE OF EAST 46TH STREET; THENCE EASTERLY ALONG  
23 THE SOUTHERLY SIDE OF EAST 46TH STREET, 100 FEET; THENCE  
24 SOUTHERLY PARALLEL WITH SECOND AVENUE AND PART OF THE  
25 DISTANCE THROUGH A PARTY WALL, 100 FEET 5 INCHES TO THE  
26 CENTER LINE OF THE BLOCK BETWEEN 45TH AND 46TH STREETS;  
THENCE EASTERLY ALONG THE CENTER LINE OF THE BLOCK AND  
PARALLEL WITH EAST 46TH STREET, 25 FEET; THENCE SOUTHERLY  
PARALLEL WITH SECOND AVENUE, 100 FEET 5 INCHES TO THE  
NORTHERLY SIDE OF EAST 45TH STREET; THENCE WESTERLY ALONG  
THE NORTHERLY SIDE OF EAST 45TH STREET, 125 FEET TO THE POINT  
OF PLACE OF BEGINNING (property).

5.       Ridgewood Savings Bank knowingly and voluntarily agrees to forfeit the property  
to the United States, subject to the provisions set forth below.

6.       Ridgewood Savings Bank knowingly and voluntarily agrees to relinquish all right,  
title, and interest in the property, subject to the provisions set forth below.

///

///

1           7.       Ridgewood Savings Bank knowingly and voluntarily agrees to waive its right to  
2 the criminal forfeiture proceeding (proceeding) of the property in *United States v. Tony Chau*,  
3 2:15-CR-122-RFB, except for paragraphs 23-25.

4           8.       Ridgewood Savings Bank knowingly and voluntarily agrees to waive service of  
5 process in this proceeding. Ridgewood Savings Bank will receive service of process of any filed  
6 document through CM/ECF.

7           9.       Ridgewood Savings Bank knowingly and voluntarily agrees to waive any further  
8 notice to it, its agents, or its attorneys regarding the forfeiture and disposition of the property  
9 except as provided in paragraphs 23, 24, or 25.

10          10.       Ridgewood Savings Bank knowingly and voluntarily agrees not to file any  
11 petition or other documents in this proceeding concerning the property as it relates to this case  
12 except to enforce paragraphs 23, 24, or 25, or except as may be required by the United States  
13 Attorney's Office or this Court. Notwithstanding the above provision, if any party, person, or  
14 entity, who is not a signatory of this stipulation, files a petition or claim, Ridgewood Savings  
15 Bank retains the right to file any documents to defend their rights concerning their interest in the  
16 property.

17          11.       Ridgewood Savings Bank knowingly and voluntarily agrees to withdraw any  
18 petitions or other documents it filed in this proceeding concerning the property when this Court  
19 grants this Stipulation for Entry of Order of Forfeiture as to Ridgewood Savings Bank and Order  
20 (Stipulation).

21          12.       Ridgewood Savings Bank knowingly and voluntarily agrees to waive the statute  
22 of limitations, the CAFRA requirements, Fed. R. Crim. P. 32.2, the constitutional requirements,  
23 and the constitutional due process requirements of this proceeding concerning the property as it  
24 relates to *this* case. Notwithstanding the above provision, if any party, person, or entity, who is  
25 not a signatory of this stipulation, files a petition or claim, Ridgewood Savings Bank retains the  
26 right to file any documents to defend their rights concerning their interest in the property.

1           13.     Ridgewood Savings Bank knowingly and voluntarily agrees to waive its right to  
2 an ancillary hearing on the forfeiture of the property.

3           14.     Ridgewood Savings Bank knowingly and voluntarily agrees to waive all defenses  
4 under the Eighth Amendment to the United States Constitution, including, but not limited to, any  
5 claim or defense of excessive fines or cruel and unusual punishments in this proceeding  
6 concerning the property.

7           15.     Ridgewood Savings Bank knowingly and voluntarily agrees to the entry of a Final  
8 Order of Forfeiture of the property to the United States.

9           16.     Ridgewood Savings Bank knowingly and voluntarily agrees to the conditions set  
10 forth in this Stipulation.

11          17.     Ridgewood Savings Bank knowingly and voluntarily agrees to hold harmless the  
12 United States, the United States Department of Justice, the United States Attorney's Office for  
13 the District of Nevada, the United States Department of Homeland Security, Homeland Security  
14 Investigations, Department of the United States Treasury, the United States Internal Revenue  
15 Service, their agencies, their agents, and their employees from any claim made by any third party  
16 arising from the facts and circumstances of this case as it relates to ownership of the promisory  
17 note as defined in paragraph 22.

18          18.     Ridgewood Savings Bank knowingly and voluntarily releases and forever  
19 discharges the United States, the United States Department of Justice, the United States  
20 Attorney's Office for the District of Nevada, the United States Department of Homeland  
21 Security, Homeland Security Investigations, Department of the United States Treasury, the  
22 United States Internal Revenue Service, their agencies, their agents, and their employees from  
23 any and all claims, rights, or causes of action of any kind that Ridgewood Savings Bank now has  
24 or may hereafter have on account of, or in any way growing out of, the forfeiture of the property  
25 in the criminal forfeiture.

26     ///

1           19. Each party acknowledges and warrants that its execution of the Stipulation is free  
2 and is voluntary.

3           20. The Stipulation contains the entire agreement between the parties.

4           21. Except as expressly stated in the Stipulation, no party, officer, agent, employee,  
5 representative, or attorney has made any statement or representation to any other party, person,  
6 or entity regarding any fact relied upon in entering into the Stipulation, and no party, officer,  
7 agent, employee, representative, or attorney relies on such statement or representation in  
8 executing the Stipulation.

9           22. Ridgewood Savings Bank declares under penalty of perjury, pursuant to Title 21,  
10 United States Code, Section 853(n)(3) and Title 28, United States Code, Section 1746, that it has  
11 the original promissory note(s) in its possession.

12           23. After the United States District Court has signed and entered the Final Order of  
13 Forfeiture and this Stipulation, after the United States sells the property, and after payment of  
14 outstanding taxes, expenses of custody, sale costs incurred by Homeland Security Investigations,  
15 and payment of any outstanding monthly maintenance charges for Turtle Bay Towers Corp.,  
16 within a practicable time thereafter for the United States, the United States knowingly and  
17 voluntarily agrees that Ridgewood Savings Bank will receive payment from the sale proceeds of  
18 the property. When the conditions in this paragraph are met and the property is sold, the United  
19 States will transfer to Ridgewood Savings Bank:

20                   a. Unpaid principal of \$455,638.98 (or current unpaid principal at the time of  
21 repayment);

22                   b. Interest of \$0; and

23                   c. \$60.92 per diem from April 4, 2016, until the date of payment, if not paid.

24           24. If the total to be paid to Ridgewood Savings Bank equals or exceeds the net sale  
25 proceeds after all expenses and costs are paid– including, but not limited to – any outstanding  
26 monthly maintenance charges for Turtle Bay Towers Corp., all of the principal, per diem, interest

1 charges, outstanding taxes, expenses of custody, maintenance and repairs, costs of the sale,  
2 escrow advance, and casualty insurance, this Stipulation shall be null and void and Ridgewood  
3 Savings Bank may foreclose on the property.

4       25. If an offer is made on the property but the sale proceeds will not cover all  
5 expenses and costs – including, but not limited to – any outstanding monthly maintenance  
6 charges for Turtle Bay Towers Corp., all of the principal, per diem, interest charges, outstanding  
7 taxes, expenses of custody, maintenance and repairs, costs of the sale, escrow advance, and  
8 casualty insurance, and if Ridgewood Savings Bank agrees in writing to the sale price within two  
9 weeks of the government giving notice in writing of its intent to declare the Stipulation null and  
10 void and to reverse forfeiture of the property, the United States will not be held accountable for  
11 the remaining amount owed, and Ridgewood Savings Bank will be satisfied without being made  
12 whole. The payment to Ridgewood Savings Bank shall be in full settlement and satisfaction of  
13 all claims by Ridgewood Savings Bank arising from and relating to the detention and forfeiture  
14 of the property.

15       26. Payment to Ridgewood Savings Bank is conditioned upon the United States  
16 prevailing against the defendant and any other competing claims.

17       27. Upon payment, Ridgewood Savings Bank agrees to assign and convey its security  
18 interest to the United States via recordable documents, where applicable. Ridgewood Savings  
19 Bank agrees to execute further documents, to the extent necessary, to convey clear title to the  
20 property to the United States and to implement further the terms of this Stipulation.

21       28. Ridgewood Savings Bank understands and agrees that the United States reserves  
22 the right to void this Stipulation if, before payment of the mortgage or lien, the U.S. Attorney  
23 obtains new information indicating that the mortgagee or lienholder is not an “innocent owner”  
24 or “bona fide purchaser” pursuant to the applicable forfeiture statutes. The U.S. Attorney also  
25 reserves the right, in its discretion, to terminate the forfeiture at any time and release the  
26 property. In either event, the Government shall promptly notify the mortgagee or lienholder of

1 such action. A discretionary termination of forfeiture shall not be a basis for any award of  
2 attorney's fees, expenses, interest, and costs.

3 29. The persons signing the Stipulation warrant and represent that they have full  
4 authority to execute the Stipulation and to bind the persons and/or entities, on whose behalf they  
5 are signing, to the terms of the Stipulation.

6 30. This Stipulation shall be construed and interpreted according to federal forfeiture  
7 law and federal common law. The jurisdiction and the venue for any dispute related to, and/or  
8 arising from, this Stipulation is the unofficial Southern Division of the United States District  
9 Court for the District of Nevada, located in Las Vegas, Nevada.

10 31. Each party shall bear its own attorneys' fees, expenses, interest, and costs. A  
11 discretionary termination of forfeiture shall not be a basis for an award of attorneys' fees,  
12 expenses, interest, and costs.

13 32. This Stipulation shall not be construed more strictly against one party than against  
14 the other merely by virtue of the fact that it may have been prepared primarily by counsel for one  
15 of the parties; it being recognized that both parties have contributed substantially and materially  
16 to the preparation of this Stipulation.

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

1 IT IS HEREBY CERTIFIED, pursuant to 28 U.S.C. § 2465(a)(2), that there was  
2 reasonable cause for the seizure and forfeiture of the property.

3 DATED: 8/3/16

4 Ridgewood Savings Bank

5 

6 VITO DIBONA  
7 Vice President for Ridgewood Savings Bank

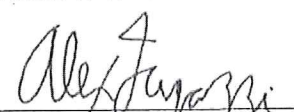
DATED: 8/5/16

DANIEL G. BOGDEN  
United States Attorney

  
DANIEL D. HOLLINGSWORTH  
Assistant United States Attorney

8  
9 DATED: 8/4/16

10 SNELL & WILMER LLP

11 

12 Approved as to form by  
13 ALEX L. FUGAZZI  
14 Counsel for Ridgewood Savings Bank

15 IT IS SO ORDERED:

16 

17  
18 RICHARD F. BOULWARE, II  
19 United States District Judge

20 DATED: October 7, 2016  
21  
22  
23  
24  
25  
26



1 IT IS HEREBY CERTIFIED, pursuant to 28 U.S.C. § 2465(a)(2), that there was  
2 reasonable cause for the seizure and forfeiture of the property.

3 DATED: \_\_\_\_\_

4 Ridgewood Savings Bank

DATED: August 5, 2016

DANIEL G. BOGDEN  
United States Attorney

6 \_\_\_\_\_  
7 VITO DIBONA  
Vice President for Ridgewood Savings Bank

/s/ Daniel D. Hollingsworth  
DANIEL D. HOLLINGSWORTH  
Assistant United States Attorney

9 DATED: \_\_\_\_\_

10 SNELL & WILMER

12 \_\_\_\_\_  
13 Approved as to form by:  
ALEX L. FUGAZZI  
14 Counsel for Ridgewood Savings Bank

15 IT IS SO ORDERED:

16 

18 RICHARD F. BOULWARE, II  
United States District Judge

19 DATED: October 7, 2016